

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

LATASHIA DIXON,

Plaintiff,

Case No. 20-cv-10647

v

Hon. Mark A. Goldsmith

NOVI SIAM SPICY INC. and
SIAM SPICY 4, INC.,

Defendants.

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**STIPULATED ORDER FOR
APPROVAL OF SETTLEMENT AGREEMENT**

WHEREAS, Plaintiff LaTashia Dixon filed this action against Defendants, Novi Siam Spicy Inc. and Siam Spicy 4, Inc., alleging claims of failure to pay minimum wage, overtime, wages and fringe benefits in violation of the Fair Labor Standards Act (“FLSA”) 29 U.S.C. § 201 *et seq.*, the Michigan Workforce Opportunity Wage Act, MCL §408.411 *et seq.* (“WOWA”), and the Michigan Wage and Fringe Benefits Act (“WFBA”), MCL § 408.471 *et seq.*, and for retaliatory wrongful discharge in violation of the FLSA, WOWA, and WFBA.

WHEREAS, Defendants deny the allegations in the Complaint and any other alleged violations of law.

WHEREAS, the Parties have agreed upon a settlement amount and the material settlement terms and have executed a Settlement Agreement and Release.

WHEREAS, the Parties contend that judicial approval of the Parties' Settlement Agreement and Release is necessary in order for it to be enforceable, in particular with regard to the settlement and release of Plaintiff's FLSA claims. *See Lynn's Food Stores v. U.S.*, 679 F.2d 1350 (11th Cir. 1982); *see also Snook v. Valley Ob-Gyn Clinic, P.C.*, No. 14-CV-12302, 2015 WL 144400, at *1 (E.D. Mich. Jan. 12, 2015); *Toliver v. JBS Plainwell, Inc.*, No. 11-CV-302, 2015 WL 11254741, at *1 (W.D. Mich. May 13, 2015).

WHEREAS, the Parties have submitted the Settlement Agreement and Release to the Court for the Court's in camera review and approval.

WHEREAS, the Parties' Settlement Agreement and Release represents a reasonable compromise of Plaintiff's claims, which the parties recognize would otherwise require extensive litigation to determine. The Settlement Agreement was negotiated on behalf of the Parties by counsel experienced in employment claims, including under the FLSA. Both the Parties and their respective counsel agree that the Settlement Agreement and Release, as submitted, is in the best interest of both Parties. Further, the Settlement Agreement and Release fairly and reasonably

comprises each Party's interests, benefits and rights. *See Lynn's Food Stores, Inc.*, 679 F.2d at 1354; *Williams v K&K Assisted Living, LLC*, 15-CV-11565, 2016 WL 319596, at *1 (E.D. Mich. Jan. 27, 2016); *Cruz v. Don Pancho Mkt., LLC*, No. 15-CV-698, 2016 WL 4505747, at *1 (W.D. Mich. Aug. 29, 2016); *Toliver*, at *1.

WHEREAS, the Court, after having conducted an in camera review of the Settlement Agreement and Release and being satisfied that it is a fair and reasonable settlement of Plaintiff's claims, and the Court being otherwise fully advised in the premises.

IT IS HEREBY ORDERED that the Settlement Agreement and Release be and is approved, as submitted.

IT IS SO ORDERED.

Dated: March 16, 2020
Detroit, Michigan

s/Mark A. Goldsmith
MARK A. GOLDSMITH
United States District Judge

Approved as to form and substance:

/s/ Zachary Hallman (with consent)
Zachary Hallman (P78237)
Attorney for Plaintiff

/s/ Thomas Schramm
Thomas Schramm (P60267)
Attorney for Defendants

Dated: March 12, 2020